

SERFF Tracking Number:	VANL-125776650	State:	Arkansas
Filing Company:	Vanliner Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	AR CA 1008		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	AR Commercial Auto Form Filing		
Project Name/Number:	AR Commercial Auto Form Filing/AR CA 1008		

Filing at a Glance

Company: Vanliner Insurance Company

Product Name: AR Commercial Auto Form

SERFF Tr Num: VANL-125776650 State: Arkansas

Filing

TOI: 20.0 Commercial Auto

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 20.0001 Business Auto

Co Tr Num: AR CA 1008

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Chris Carden

Disposition Date: 01/15/2009

Date Submitted: 01/15/2009

Disposition Status: Approved

Effective Date Requested (New): 10/01/2008

Effective Date (New): 03/01/2009

Effective Date Requested (Renewal): 10/01/2008

Effective Date (Renewal): 03/01/2009

State Filing Description:

General Information

Project Name: AR Commercial Auto Form Filing

Status of Filing in Domicile: Pending

Project Number: AR CA 1008

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/15/2009

State Status Changed: 01/15/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Vanliner Insurance Company (Vanliner) hereby files Commercial Auto Liability and Physical Damage forms. The purpose of this filing is for Vanliner to write business in Commercial Auto Liability and Physical Damage.

Company and Contact

<i>SERFF Tracking Number:</i>	<i>VANL-125776650</i>	<i>State:</i>	<i>Arkansas</i>
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Filing Contact Information

Chris Carden, Compliance Coordinator	Chris_Carden@vanliner.com
One Premier Drive	(636) 305-4605 [Phone]
St. Louis, MO 63026	

Filing Company Information

Vanliner Insurance Company	CoCode: 21172	State of Domicile: Arizona
One Premier Drive	Group Code: -99	Company Type:
St Louis, MO 63026	Group Name:	State ID Number:
(636) 343-9889 ext. [Phone]	FEIN Number: 86-0114294	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR = \$50.00 filing fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Vanliner Insurance Company	\$50.00	01/15/2009	25049032

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/15/2009	01/15/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	01/15/2009	01/15/2009	Chris Carden	01/15/2009	01/15/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Incorrrrect Form Sent	Note To Reviewer	Tina Kampwerth	01/15/2009	01/15/2009
New Form VL4295	Note To Filer	Llyweyia Rawlins	01/15/2009	01/15/2009

<i>SERFF Tracking Number:</i>	<i>VANL-125776650</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 01/15/2009

Effective Date (New): 03/01/2009

Effective Date (Renewal): 03/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Supporting documentation	Approved	Yes
Form	Privacy Policy	Approved	Yes
Form	Personal Contents Coverage	Approved	Yes
Form	Notice to Policyholder	Approved	Yes
Form (revised)	Uninsured Motorists Coverage - Nonstacked	Withdrawn	Yes
Form	Uninsured Motorists Coverage - Nonstacked	Withdrawn	Yes
Form	Uninsured Motorists Coverage - Nonstacked	Approved	Yes

SERFF Tracking Number: VANL-125776650 *State:* Arkansas
Filing Company: Vanliner Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: AR CA 1008
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0001 Business Auto
Product Name: AR Commercial Auto Form Filing
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/15/2009
Submitted Date 01/15/2009
Respond By Date 01/29/2009

Dear Chris Carden,

Form: VL4295 - Uninsured Motorist Coverage - Nonstacked

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Sincerely,
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/15/2009
Submitted Date 01/15/2009

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Dear Llyweyia Rawlins,

Thank you for your proposed filing amendment. Form VL4295 has changed.

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Please find our new form VL4295 attached.

Thank you
Chris Carden

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Uninsured Motorists Coverage - Nonstacked	VL4295	03 09	Endorsement/Amendment/Conditions	Withdrawn			
Previous Version							
Uninsured Motorists Coverage - Nonstacked	VL4295	03 09	Endorsement/Amendment/Conditions	New			VL4295 03 09.pdf
Uninsured Motorists Coverage - Nonstacked	VL4295	03 09	Disclosure/Notice	New			VL4295 03 09.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Chris Carden

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Note To Reviewer

Created By:

Tina Kampwerth on 01/15/2009 02:50 PM

Subject:

Incorrect Form Sent

Comments:

Llyweyia Rawlins,

Please accept the attached as the revised form. Please withdraw the form sent at 1:59 pm today.

Any questions, please let me know!

Thanks!

VANLINER INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS
COVERAGE – NONSTACKED**

For a covered "auto" licensed or principally garaged in, or "garage operations", this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

- 1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy; or

- d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:

- (1) Significant and permanent loss of an important bodily function;
- (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
- (3) Significant and permanent scarring or disfigurement; or
- (4) Death.

5. Punitive or exemplary damages.

Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

6. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations. However, any recovery for damages sustained by an individual Named Insured or any "family member":
 - a. While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
 - b. While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
 - (1) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" were "occupying" at the time of the "accident"; and

- (2) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member";

c. While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, No-Fault Coverage Endorsement, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more Coverage Forms, policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following Condition is added:

a. Arbitration

(1) If we and an "insured" do not agree:

(a) Whether that person is legally entitled to recover damages under this endorsement; or

(b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

(2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

(3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Mediation

(1) In any claim filed by an "insured" with us for:

(a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

(b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

(c) "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

(2) A written request for mediation must be filed with the state on an approved form, which may be obtained from the State Department of Insurance.

(3) The request must state:

(a) Why mediation is being requested.

(b) The issues in dispute, which are to be mediated.

(4) The state may randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

(5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
 - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" are "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" are "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".

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Note To Filer

Created By:

Llyweyia Rawlins on 01/15/2009 02:45 PM

Subject:

New Form VL4295

Comments:

Hello Chris

After reviewing the new form you sent I do not see any changes made. Maybe I have overlooked it. Can you double check the form and let me know where the changes are?

Thank You

Llyweyia Rawlins

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Privacy Policy	Doc. No. 14344	11/08	Other	New			Vanliner_Insurance_Privacy_Policy.pdf
Approved	Personal Contents Coverage	VL4294	09 08	Endorsement/Amendment/Conditions	New			Personal Contents Endorsement.pdf
Approved	Notice to Policyholder	VL9334	09 08	Other	New			Notice VL 9334 09 08.pdf
Withdrawn	Uninsured Motorists Coverage - Nonstacked	VL4295	03 09	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #: Previous Filing #:		
Approved	Uninsured Motorists Coverage - Nonstacked	VL4295	03 09	Disclosure/ Notice	New			VL4295 03 09.pdf

Vanliner Group, Inc.

Privacy Policy for Insurance Customers

LAST UPDATED NOVEMBER 20, 2008

Vanliner Group, Inc. (a subsidiary of UniGroup, Inc.) and its subsidiaries (collectively "Vanliner," "we" or "us") provide insurance services through a network of insurance producers and Trans Protection, the managing general agent. Vanliner provides such insurance services to moving and storage enterprises, specialty trucking companies and independent owner operators in 50 states and the District of Columbia.

We believe that protecting your privacy is an integral part of the customer service we provide to you. We value all of our customers and want to make sure that we protect the personal information that you provide to us.

Information Covered

This policy covers all non-public, personal information that may be used to identify you, our customer or potential customer or your employees, that Vanliner collects about you to quote and service your insurance policy, including information obtained during any claim settlement activity ("Nonpublic Personal Information").

General Principles

- We do not sell Nonpublic Personal Information to third parties, without your express consent.
- We do not share Nonpublic Personal Information with outside parties who may wish to market their products to you, without your express consent.
- We safeguard your Nonpublic Personal Information carefully, and limit the sharing of such information.
- We have designed procedures, standards and technology, which are described in this policy, to protect your Nonpublic Personal Information.

You can count on us to provide you with the professional service you deserve and to protect the privacy and security of your information.

What Information We Collect

Depending on the insurance product or products you request, we collect Nonpublic Personal Information from some, or all, of the following sources. We have provided a few examples for each source, but not all may apply to you.

- **Application Information:** You provide us with this information on your application and other forms you submit to us, including: through your insurance agent or broker, by phone, or online. We may also obtain information from directories or other outside sources. The information may include your name, street and e-mail addresses, phone number, commercial driver's license number, Social Security number, date of birth, gender, marital status, type of vehicle(s), employment information, and any information about other drivers of your vehicle(s).

- **Health Information:** Depending on the insurance coverages you have requested, claims you have submitted or other actions you have taken related to the utilization of your insurance policies, you or a third party (including your health care providers and other third parties) may provide us with health information about you or one of your employees or family members. This information may include: individual medical record(s) or information about an illness, disability or injury.
- **Consumer Report Information:** We obtain this information from consumer reporting agencies. The information includes your driving record, claims history with other insurers, and credit report information. The information is kept by the consumer reporting agencies and disclosed by them to others as permitted by law.
- **Transaction Information:** This is information about your transactions with us, our affiliates, or other third parties. It includes your insurance coverages, limits and rates, and payment and claim history. It also includes information that we require for processing claims and billing and payment.
- **Web Based information:** This is information that may be provided through your browser when you visit our Web sites, and your browser interacts with us.

We do not knowingly collect information from children under 13 by any means and will destroy such information if we become aware that a child has disclosed such information to us without proper parental consent. However, we may collect information about children under 13 in the course of the application for insurance coverage, in the processing of claims or otherwise servicing the insurance coverage(s) you have obtained from us.

Types of Information We Disclose

We may disclose all of the Nonpublic Personal Information about you pursuant to this policy, as described herein.

What We Do With Your Nonpublic Personal Information - Within the UniGroup Family of Companies and Agents

Vanliner may share Nonpublic Personal Information with our family of insurance companies when we feel sharing is required to process insurance claims, to provide customer services, to prevent fraud, to perform research, to provide you information about coverages you may have requested that are offered by a third party insurance provider, or to comply with the law.

Vanliner may share the Nonpublic Personal Information it collects with either UniGroup, Inc. or any of its other subsidiaries to the extent access is necessary to carry out business for UniGroup, Inc. or its subsidiaries (such as access UniGroup Information Technology may have because it maintains Vanliner's computer systems), or to the extent you have explicitly consented.

Sharing of Nonpublic Personal Information Outside the UniGroup Family of Companies and Agents

We will share Nonpublic Personal Information about you with third parties only as set forth below.

Managing Your Insurance Needs

Sometimes in order to meet your insurance requirements, provide you with the services you have requested, process your claims or manage your insurance policies, it may be necessary for us to disclose your Nonpublic Personal Information to third parties.

Under these circumstances, we may disclose your Nonpublic Personal Information to third parties:

- to service or process the insurance products or services that you have requested or authorized, including the determination of your eligibility for any insurance product and processing your claims;
- to persons holding a legal or beneficial interest relating to you;
- to persons acting in a fiduciary or representative capacity on behalf of you;
- to a consumer reporting agency in accordance with the Fair Credit Reporting Act; or
- to other insurance companies to obtain quotes or provide insurance claims or customer services, prevent fraud, or perform research for coverages.

IMPORTANT NOTICE ABOUT CREDIT REPORTING

We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

Marketing by Outside Parties

We will not share your Nonpublic Personal Information with other companies for their marketing purposes without your consent. There is no need to “opt out” or tell us not to do this.

Managing Our Business

Sometimes in order to manage our own business, it may be necessary for us to disclose your Nonpublic Personal Information to third parties who provide services for us.

We may disclose your Nonpublic Personal Information to third parties:

- to obtain reinsurance;
- to protect the confidentiality or security of our records pertaining to you;
- to protect against or prevent actual or potential fraud or unauthorized transactions;
- for required institutional risk control or for resolving consumer disputes or inquiries;
- to our attorneys, accountants and auditors;
- to provide information to insurance rate advisory organizations, guaranty funds or agencies that are rating us, and to persons that are assessing our compliance with industry standards; or
- in connection with a proposed or actual sale, merger, transfer or exchange of all or a portion of a business or operating unit if your Nonpublic Personal Information is kept by that business or unit.

Complying with Legal Requirements

Sometimes we may be required to disclose your Nonpublic Personal Information to comply with the law.

We may disclose your Nonpublic Personal Information to third parties:

- to comply with federal, state or local laws, rules and other applicable legal requirements;
- to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons by federal, state or local authorities;
- to respond to judicial process or government regulatory authorities having jurisdiction over us for examination, compliance or other purposes as authorized by law.
- as required by the Department of Insurance.

Other Disclosures With Your Consent

We may also disclose your Nonpublic Personal Information with those third parties with whom you have requested us to share information such as governmental agencies or consumer reporting agencies. These parties may disclose information to others as permitted by law. For example, consumer reporting agencies may disclose Nonpublic Personal Information received from us to other insurance companies with which you do business.

How We Protect Your Information

We begin by safeguarding the security and integrity of customer information through procedures and technology designed for this purpose. Some examples of this are:

- We limit employee access to Nonpublic Personal Information to those who have a business reason to know this information. Employees are required to honor our Code of Conduct, which includes confidentiality requirements.
- We maintain physical, electronic, and procedural safeguards to protect your Nonpublic Personal Information. We regularly assess security standards and procedures to protect against unauthorized access to Nonpublic Personal Information.
- We dispose of Nonpublic Personal Information in accordance with our Records Retention Policy.

Updates

The terms of this policy will govern the use of any Nonpublic Personal Information collected while it is in place. Vanliner reserves the right to change this policy at any time. In the case of any material change, we will change the "Last Updated" date in this policy and/or post a notice on the site.

Revoking Consent to Share Nonpublic Personal Information for Marketing Purposes

Again we do not share Nonpublic Personal Information with third parties for marketing purposes without your consent. If you have previously consented and wish to withdraw that consent, please contact:

Vanliner Insurance Company
Attn: Customer Service
One Premier Drive

Fenton, MO 63026

Access, Questions and Concerns

Requesting Access to Your Nonpublic Personal Information

Vanliner provides you with an opportunity to access your reasonably retrievable Nonpublic Personal Information that we have collected, correct it if it is inaccurate, or delete it as appropriate, subject to certain limitations and pursuant to the procedures set forth below.

Your requests for access must be made in writing, you must provide requested identification, and your requests may not be excessive in number. If, at any time, Vanliner denies you access to any of your Nonpublic Personal Information, we will provide you with the reasons for denying access and about how you may make further inquiries.

If you wish to make a request to access your Nonpublic Personal Information, or have any questions or concerns about our policies or practices, please direct your request to:

Vanliner Insurance Company
Attn: Customer Service
One Premier Drive
Fenton, MO 63026

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VANLINER INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL CONTENTS COVERAGE**A. PERSONAL CONTENTS COVERAGE**

1. In consideration of the additional premium of \$1.00 (included) coverage is extended to include your personal effects while contained in the insured tractor.

B. LIMITS OF LIABILITY OF \$2,000.00 PER OCCURRENCE

1. Deductible - It is agreed that each loss or damage, separately occurring will be adjusted separately and from the amount of each adjusted claim the sum of \$100.00 shall be deducted.

C. PROPERTY EXCLUDED

We do not cover the following properties:

1. Jewelry, watches, precious stones, articles consisting of silver, gold or platinum, furs or articles consisting of or principally of or trimmed with fur;
2. Monies, currency, securities or credit cards or other evidence of debt, valuable papers of any kind;
3. Firearms and stamps;
4. Property of others;
5. Bicycles or motor bikes;
6. Contact lenses;
7. Radar detectors and/or illegal devices.

D. PERILS INSURED AGAINST

1. We insure for all risk of direct physical loss or damage from external causes to the property described except as hereinafter excluded.

E. PERILS EXCLUDED

1. Wear and tear, deterioration or inherent vice;
2. Loss caused by insects or vermin;
3. Processing or any work upon the property unless caused by fire or explosion;
4. Marring, scratching and denting;

5. Theft from an unattended auto, except:

- a. where there are visible signs of forcible entry into the auto and
- b. then only if a report has been filed with the police;

6. Breakage of eyeglasses.

F. LOSS SETTLEMENT

Unless otherwise stated in this policy, the value of the property insured is not agreed upon but shall be ascertained at the time of loss or damage. We will not pay more than the least of the following amounts:

1. The actual cash value of the property at the time of loss or damage;
2. The amount for which the property could reasonably be expected to be repaired to its condition immediately prior to loss or damage;
3. The amount for which the article could reasonably be expected to be replaced with one substantially identical to the article lost or damaged; or
4. The applicable amount of insurance.

G. LOSS TO A PAIR, SET OR PARTS

1. Pair or Set.

In case of a loss to a pair or set we may elect to:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between actual cash value of the property before and after the loss.

2. Parts.

In case of a loss to any part of covered property, consisting of several parts when complete, we shall pay for the value of the part lost or damaged.

NOTICE TO POLICYHOLDER

If You Have a Claim

You have options on how to report to Vanliner

Call 800-325-3619 (24 hrs. – 7 days)

Fax 800-858-5190

Email: Vanliner_CustSvc@vanliner.com

Thank you for allowing Vanliner Insurance Company to fulfill your insurance needs. If you have any questions regarding your policy, please contact your insurance agent.

VANLINER INSURANCE COMPANY

VL9334 09 08

VANLINER INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS
COVERAGE – NONSTACKED**

For a covered "auto" licensed or principally garaged in, or "garage operations", this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$

Each "Accident"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy; or

- d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:

- (1) Significant and permanent loss of an important bodily function;
- (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
- (3) Significant and permanent scarring or disfigurement; or
- (4) Death.

5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations. However, any recovery for damages sustained by an individual Named Insured or any "family member":
 - a. While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
 - b. While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
 - (1) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" were "occupying" at the time of the "accident"; and
 - (2) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member";

c. While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, No-Fault Coverage Endorsement, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more Coverage Forms, policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following Condition is added:

a. Arbitration

(1) If we and an "insured" do not agree:

(a) Whether that person is legally entitled to recover damages under this endorsement; or

(b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

(2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

(3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Mediation

(1) In any claim filed by an "insured" with us for:

(a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

(b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

(c) "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

(2) A written request for mediation must be filed with the state on an approved form, which may be obtained from the State Department of Insurance.

(3) The request must state:

(a) Why mediation is being requested.

(b) The issues in dispute, which are to be mediated.

(4) The state may randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

(5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
 - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" are "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" are "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".

<i>SERFF Tracking Number:</i>	<i>VANL-125776650</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Vanliner Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR CA 1008</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>AR Commercial Auto Form Filing</i>		
<i>Project Name/Number:</i>	<i>AR Commercial Auto Form Filing/AR CA 1008</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	VANL-125776650	State:	Arkansas
Filing Company:	Vanliner Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	AR CA 1008		
TOI:	20.0 Commercial Auto	Sub-TOI:	20.0001 Business Auto
Product Name:	AR Commercial Auto Form Filing		
Project Name/Number:	AR Commercial Auto Form Filing/AR CA 1008		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	01/15/2009
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Comments:

Arkansas commercial auto form filing

Attachments:

AR CA 0309 P & C FF.pdf

AR Auto 0309 Form Schedule.pdf

Satisfied -Name:	Supporting documentation	Review Status:	Approved	01/15/2009
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Comments:

Arkansas commercial auto form filing

Attachment:

AR Auto FF ltr 0309.pdf

Property & Casualty Transmittal Document

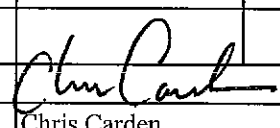
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analysis:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subjects Codes		

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN#	State #
Vanliner Insurance Company	MO	21172	86-0114294	24

5. Company Tracking Number	AR-F000-03-2009-ALOL
----------------------------	----------------------

Contact Info of Filer(s) or Corporate Officer(S) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Chris Carden Vanliner Insurance Company One Premier Drive St. Louis, MO 63026	Product Manager	636-305-4605	636-305-4270	Chris_Carden@Vanliner.com
7. Signature of authorized filer 				
8. Please print the name of the authorized filer		Chris Carden		

Filing information (see General Instructions for description of these fields)

9. Type of Insurance (TOI)	20.0000
10. Sub-Type of Insurance (Sub-TOI)	20.0
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	AR-F000-03-2009-ALOL
13. Filing Type	<input type="checkbox"/> Rate /Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 3/1/2009 Renewal: 3/1/2009

Property & Casualty Transmittal Document ---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	12/1/2009
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
20.	This filing transmittal is part of Company Tracking #	AR-F000-03-2009-ALOL
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free from text]	

<p>22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]</p> <p>Check #: Amount:</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

***Refer to each state's checklist for additional state specific requirements or instructions (i.e. # of additional copies required, other state specific forms, ect.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-F000-03-2009-ALOL		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement give form # if replaces	Previous state filing number, if required by state
01	Privacy Policy	Doc. No. 14344 06/01	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Personal Contents Coverage	VL4294 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Notice to Policyholder	VL9334 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Uninsured Motorists Coverage - Nonstacked	VL4295 03 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



December 9, 2008.

Honorable Julie Benefield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: Vanliner Insurance Company
Commercial Lines
Division One – Commercial Auto
NAIC: 000-21172
Federal Employer ID #86-0114294
Proposed Effective Date: March 1, 2009

Dear Honorable Bowman:

Vanliner Insurance Company is filing the attached endorsements for your approval to be used with our approved Division One – Commercial Auto line of business. Vanliner is requesting an implementation date of March 1, 2009.

Should you have any questions or require additional information, please call me at 800-325-3619 extension 4605 or e-mail me at Chris_Carden@vanliner.com.

Sincerely,

Chris Carden
Product Manager

Enc.

CLC/tmk

<i>SERFF Tracking Number:</i>	<i>VANL-125776650</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Vanliner Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR CA 1008</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>AR Commercial Auto Form Filing</i>		
<i>Project Name/Number:</i>	<i>AR Commercial Auto Form Filing/AR CA 1008</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Uninsured Motorists Coverage - Nonstacked	11/21/2008	VL4295 03 09.pdf

VANLINER INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS
COVERAGE – NONSTACKED**

For a covered "auto" licensed or principally garaged in, or "garage operations", this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Limit Of Insurance: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to:

- 1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an "uninsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 4. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by a vehicle owned by that individual Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy; or
- d. Any "insured" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
 - (1) Significant and permanent loss of an important bodily function;
 - (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - (3) Significant and permanent scarring or disfigurement; or
 - (4) Death.
- 5. Punitive or exemplary damages.
- 6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations. However, any recovery for damages sustained by an individual Named Insured or any "family member":
 - a. While "occupying" a vehicle owned by that Named Insured or any "family member" may equal, but not exceed, the limit of insurance for Uninsured Motorists Coverage applicable to that vehicle.
 - b. While "occupying" a vehicle not owned by that Named Insured or any "family member" may equal, but not exceed, the sum of:
 - (1) The limit of insurance for Uninsured Motorists Coverage applicable to the vehicle such Named Insured or any "family member" were "occupying" at the time of the "accident"; and
 - (2) The highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any "family member";

c. While not "occupying" any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any "family member".

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, No-Fault Coverage Endorsement, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage Nonstacked as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more Coverage Forms, policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle".

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following Condition is added:

a. Arbitration

(1) If we and an "insured" do not agree:

(a) Whether that person is legally entitled to recover damages under this endorsement; or

(b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

(2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

(3) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Mediation

(1) In any claim filed by an "insured" with us for:

(a) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

(b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

(c) "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

(2) A written request for mediation must be filed with the state on an approved form, which may be obtained from the State Department of Insurance.

(3) The request must state:

(a) Why mediation is being requested.

(b) The issues in dispute, which are to be mediated.

(4) The state may randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

(5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy applies at the time of an "accident";

- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident";
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must:
 - (1) Hit an individual Named Insured or any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" are "occupying"; or
 - (2) Cause an "accident" resulting in "bodily injury" to an individual Named Insured or any "family member" without hitting that Named Insured, any "family member", a covered "auto" or a vehicle such Named Insured or any "family member" are "occupying".

If there is no physical contact with the land motor vehicle or "trailer", the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency;
- b. Designed for use mainly off public roads while not on public roads; or
- c. Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual, any "family member" unless it is a covered "auto" to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is an individual, any "family member".